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A) Purpose and Description of Services

The purpose of this Request for Proposal (RFP) is to solicit proposals to provide the California Department of Conservation (Department), Division of Recycling (Division) with a contractor to develop a grant management system. Assembly Bill 28 (Chapter 753, Statutes of 2003) authorizes the Department to expend up to \$10 million annually to issue grants for recycling market development and expansion-related activities aimed at increasing the recycling of beverage containers. The grant management system will allow cost-effective management of this program with minimal staff resources. The system will include all phases of the grants process, from initial application through project and program evaluation. The budget is not to exceed \$150,000.

Review Model Contract, Exhibit A, Scope of Work, for a more complete description of the services required.

B) Background

The mission of the Department is to protect public health and safety, ensure environmental quality, and support the State's long-term economic viability in the use of California's land and mineral resources. One of the Department's key directives is to promote beverage container recycling and litter reduction as well as encourage the development of products made from recycled beverage containers.

Within the Department, the Division administers the California Beverage Container Recycling Program (Program). The Program, enacted through legislation in 1986, is aimed at making beverage container recycling integral to the California economy. The primary goal of the Program is to achieve and maintain high recycling rates for each beverage container material type included in the Program, thereby reducing the beverage container component of litter in the State. In addition, the Program is charged with several other broad mandates or goals. It must:

- Ensure that every material type proves its own recyclability

- Make redemption and recycling convenient to consumers

- Create and maintain a profitable beverage container recycling market

The Program involves a variety of participants, including recycling centers, processors, beverage manufacturers and distributors and retail dealers. Units within the Division are responsible for participant certification and registration, regulatory compliance, grant funding distribution, as well as technical and educational assistance to industries and groups involved in beverage container recycling.

C) Minimum Qualifications for Proposers

Successful bidders must demonstrate knowledge of accepted public agency grant management procedures and accounting as well as specific State of California grant process requirements and accounting. Familiarity with the California Beverage Container Recycling and Litter Reduction Act (Act) and the Division's existing competitive grants program will be expected. These may be viewed at www.conservation.ca.gov.

D) Proposal Requirements and Information

- 1) Table of Contents
- 2) Required Attachments
 - Attachment 1. Required Attachment Check List
 - Attachment 2. Proposal/Proposer Certification Sheet
 - Attachment 3. Cost Proposal Worksheet
 - Attachment 4. Proposer References
 - Attachment 5. Disabled Veteran Business Enterprise (DVBE) Participation Forms
 - Std. 840 Disabled Veteran Business Enterprise Participation Summary (1page).
 - Good Faith Effort Documentation – Exhibit A (3 pages)
 - Attachment 6. Payee Data Record (STD 204) (if currently not on file)
 - Attachment 7. Contractor Certification Clauses (CCC-103)
 - Attachment 8. Target Area Contract Preference Act (TACPA) (if applicable)
 - Attachment 9. Enterprise Zone Act (EZA) (if applicable)
 - Attachment 10. Local Agency Military Base Recovery Area (LAMBRA) Act (if applicable)
- 3) Work Plan – Describe the overall technical approach and detailed work plan to complete all tasks in Model Contract, Exhibit A, Scope of Work.
- 4) Project Schedule – Provide a project schedule that defines milestones and due dates for each progress report, task completion, and deliverable within the total time allowed as required in the Model Contract, Exhibit A, Scope of Work.
- 5) Project Organization - Describe the technical capabilities of your organization. Describe how your organization and subcontractors, if any, will be organized, including the reporting hierarchy of all staff and contractors to complete all tasks in Model Contract, Exhibit A, Scope of Work.
- 6) List all personnel that will actually be performing the activities described in the Model Contract, Exhibit A, Scope of Work. Include assigned personnel hours by tasks in the Model Contract, Exhibit A, Scope of Work.
- 7) Describe the general organizational experience and background of the assigned personnel on similar projects.
- 8) Provide a listing of previous projects related to grant management as required to complete the tasks in the Model Contract, Exhibit A, Scope of Work.
- 9) Describe your planned subcontracting, together with a list of items or efforts to be subcontracted.
- 10) Using Attachment 4, Proposer References, list at least two references and dates for work similar to this proposed project as outlined in the Model Contract, Exhibit A, Scope of Work.

1) Time Schedule

All proposers must adhere to the required dates and times.

<u>Event</u>	<u>Date</u>	<u>Time</u>
<i>RFP available to prospective proposers</i>	<i>February 3, 2004</i>	
<i>Pre-proposal Conference</i>	<i>February 18, 2004</i>	<i>10:00 a.m.</i>
<i>Written Question Submittal Deadline</i>	<i>February 18, 2004</i>	<i>5:00 p.m.</i>

<i>Answers to Written Questions</i>	<i>February 27, 2004</i>	
<i>Final Date for Proposal Submission</i>	<i>March 10, 2004</i>	<i>4:00 p.m.</i>
<i>Review of Proposals</i>	<i>March 15 - March 31, 2004</i>	
<i>Notice of Intent to Award</i>	<i>April 9, 2004</i>	<i>9:00 a.m.</i>
<i>Last Day to Protest the Award</i>	<i>April 15, 2004</i>	<i>5:00 p.m.</i>
<i>Agreement Award</i>	<i>April 19, 2004</i>	<i>9:00 a.m.</i>
<i>Anticipated Effective Date of Contract</i>	<i>May 1, 2004</i>	

2) Pre-Proposal Conference

An optional pre-proposal conference is scheduled at *10:00 a.m. on February 18, 2004 at 801 K Street, 19th Floor, Sacramento, CA 95814* for the purpose of discussing concerns regarding this RFP. Copies of the Recycling Market Development & Expansion Grant Program Application and Business Plan will be available for attendees of the pre-proposal conference, as well as via e-mail by contacting Vicky Castle at vcastle@conservation.ca.gov or (916) 323-5878.

3) Reasonable Accommodations

For contractors who need assistance due to a physical impairment, a reasonable accommodation will be provided by the Department upon request for the pre-proposal conference. The Contractor must call Vicky Castle at (916) 323-5878 no later than the fifth working day prior to the scheduled date and time of the pre-proposal conference to arrange for a reasonable accommodation.

4) Work Plan Requirements

- a) The proposals shall include a detailed work plan identifying each major task in the Model Contract, Exhibit A, Scope of Work, necessary subtasks, and specific milestones by which progress can be measured and payments made. Also include a schedule for task completion. The work plan must indicate a timeframe to develop and test the grant management system and a timeframe for on-going maintenance and operation of the system.
- b) Resources
Explain the use of employees and subcontractors as well as what types of computer equipment and software will be used to perform the services.

5) Cost Detail Format and Requirements

- c) The total costs to complete all tasks and accomplish all milestones cannot exceed \$150,000. The cost detail must indicate a cost to develop and test the grant management system and a cost for on-going maintenance and operation of the system for one year. The proposal will be scored and the contract will be awarded to the proposal with the highest qualifying score. The contract will not necessarily be awarded to the lowest bidder. Costs however will constitute 50% of the total proposal

score. Use the Sample Cost Proposal Worksheet (Attachment 3) as a guide in preparing your cost proposal. Those proposers who qualify for Small Business Enterprise (SBE), Target Area Contract Preference Act (TACPA), Local Agency Military Base Recovery Area (LAMBRA) Act, Enterprise Zone Act (EZA), and/or Disabled Veteran Business Enterprises (DVBE) preferences will be given those preferences. Please see section E, page 14 to get more information about these programs or call the Department of General Services at (916) 375-4607.

6) Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- b) Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., cover page with staple in upper left-hand corner, no fancy bindings).
- c) All proposals must be submitted under **sealed** cover and sent to the Department of Conservation by dates and times shown in Section D, Proposal Requirements and Information, Item 1) Time Schedule, (page 5). Proposals received after this date and time will not be considered.
- d) A minimum of five (5) double-sided copies of the proposal must be submitted on recycled-content paper.
- e) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes must be plainly marked with your firm name and address, the RFP number and title, and must be marked with "DO NOT OPEN UNTIL MARCH 10, 2004", as shown in the following example:

Your Firm Name
Your Firm Address
RFP #MRB 5003-009-01
Recycling Market Development & Expansion
Grant Program – Grant Management
DO NOT OPEN UNTIL MARCH 10, 2004

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g) All proposals shall include the documents identified in Section F, Required Attachments (see page 12). Proposals not including the proper "required

attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.

- h) Mail or deliver proposals to the following address:

U.S. Postal Service Deliveries and Hand Deliveries (UPS, Express Mail, Federal Express)

Department of Conservation
Division of Recycling, Market Research Branch
801 K Street, MS 17-24
Sacramento, CA 95814

- i) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications described in Model Contract, Exhibit A, Scope of Work will not be considered and will cause a proposal to be rejected.
- j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- k) Costs for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- l) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m) A proposer must disclose whether they are providing consulting services to the State under a State contract (or as a sub-contractor providing more than ten percent of the dollar value of a consulting services contract with the State), or have provided such services within five years prior to the release of this request for proposal, which are related in any manner to the goods, services, or supplies, to be acquired pursuant to this request for proposal.
- n) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- o) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an agent authorized in accordance with l) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

- p) The Department may modify the RFP by the issuance of an addendum to all parties who received a proposal package.
- q) The Department reserves the right to reject all proposals and cancel this procurement. The Department is not required to award an agreement.
- r) Proposers are cautioned to not rely on the State to report to the proposer any defects and errors in the submitted documents that may be discovered during the evaluation. Proposers, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- s) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposer. If there is reason for believing that collusion exists among the proposers, none of the participants in such collusion will be considered in this or future procurements.

7) Evaluation Process

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) The State will put each proposal through a process of evaluation to determine its responsiveness to the State's needs.
- c) Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the proposer, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
- d) The proposals that meet the minimum qualifications will be evaluated and scored according to the Rating/Scoring Criteria. The final selection will be made on the basis of the highest qualifying score.

Technical Evaluation

The Rating/Scoring Criteria provided on the Score Sheet at the end of this section are used in the evaluation of the technical proposal. Those proposals that meet the RFP format requirements and are deemed responsive are evaluated and scored from zero to ten. Point values shall be assigned to each Ranking/Scoring Criteria according to the scoring outline provided below.

Scoring

Each of the Rating/Scoring Criteria is given a weight factor that indicates the level of importance to the project. Points are applied to each of the Rating/Scoring Criteria and

are multiplied by the weight factor to arrive at the technical score. The point system is as follows:

Fail (0 points)

Zero points are given when the category being evaluated is non-responsive.

A proposal is considered non-responsive if it is not in substantial accord with the RFP requirements.

Below Average (1-4 points)

One to four points are awarded to responses considered to be minimally acceptable. For example:

The proposal acknowledges a requirement, but offers no explanation of how or what will be accomplished.

The response contains a technical deficiency which is an inaccurate statement or reference concerning the how, what, where or when, which is a part of an overall statement or description.

Average (5 points)

Five points are awarded if the proposal satisfies the requirements and describes specifically how and/or what will be accomplished.

Above Average (6-9 points)

Six to nine points are awarded if the proposal satisfies the requirement and describes specifically how and/or what will be accomplished in an exemplary manner, including sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.).

Exceptional (10 points)

Ten points are awarded if the proposal satisfies the requirements and describes specifically how and/or what will be accomplished in a superior manner, both quantitatively and qualitatively.

Cost Proposal Evaluation

Each proposal's Cost Proposal, as provided on Attachment 3 Cost Proposal Worksheet, is reviewed and scored and then the technical score is added to the cost score with the total equaling the total proposal score. The cost score will be determined as follows:

$$\frac{\text{Average of Lowest 2 Bids}}{\text{Bid in Question}} \times \text{Cost Proposal Points (100)} = \text{Cost Score}$$

An example of the cost scoring method based on bidder A in the table below is as follows:

Step 1. – Determine average of lowest two bids

$$\frac{(A) \$30,000 + (B) \$32,000}{2} = \$31,000$$

Step 2. – Divide average of lowest two bids by the bid in question

$$\$31,000 / \$30,000 = 1.033$$

Step 3. – Multiply the result of dividing average of lowest two bids by the bid in question by 100

$$= 1.033 \times 100 = 103.33$$

Example of Evaluation Process Total Proposal Scores Based on Three Bidders:

Bidder	Bid Amount	Calculation	Cost Proposal Points (100 points)	Technical Proposal Total Available (100 points)	Total Proposal Score
A	\$30,000	$\frac{\$31,000}{\$30,000} = 1.0333 \times 100$	= 103.33	+ 71 =	174.33
B	\$32,000	$\frac{\$31,000}{\$32,000} = .9688 \times 100$	= 96.87	+ 78 =	174.88
C	\$34,000	$\frac{\$31,000}{\$34,000} = .9118 \times 100$	= 91.18	+ 85 =	176.18

Certified small businesses will be awarded, in addition to their earned score, a preference consisting of five percent of the highest responsible bidder's total score, Government Code Section 14838(b)(2). Please visit the Small Business Services website at <http://www.pd.dgs.ca.gov/smbus/default.htm> for more information.

Recycling Market Development & Expansion Grant Program - Grant Management
Score Sheet

<u>Rating/Scoring Criteria of Technical Proposal</u>	<u>Weighted Factor</u>	<u>Maximum Possible Points</u>	<u>Points Awarded</u>
Quality and creativity of approach, methods and resources in development of the grant management system identified in Model Contract, Exhibit A, Scope of Work	2.5	25pts.	_____
Demonstration of previous work with DOC, other state and local agencies, industries and special interest groups in providing grant management services	2.5	25pts.	_____
Reasonableness of project schedule	2.0	20pts.	_____
Knowledge of public agency grant management procedures	1.5	15pts.	_____
Qualifications and experience of project team committed to this project	1.5	15pts.	_____
Total Possible Technical Proposal Points		100pts.	_____

Bid Amount	Cost Proposal Calculation	Cost Proposal Points (100 points)	Technical Proposal Total Available (100 points)	Total Proposal Score
\$	\$ _____ = X 100 \$	_____	_____	_____

Small Business Preference _____

Final Total Score _____

8) Award and Protest

- a) Notice of the proposed award shall be posted in a public place in the office of the Department of Conservation, Division of Recycling, Headquarters, 801 K Street, 19th Floor, Sacramento, CA 95814 and on our website at www.conservation.ca.gov/DOR for five (5) working days prior to awarding the agreement.
- b) If any proposer, prior to the award of the agreement, files a protest with the Department of Conservation and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, Fax (916) 376-5088 on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. Protests may be filed by certified or registered mail, regular mail, fax, courier or personal delivery.
- c) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the Department of Conservation a full and complete written statement specifying the grounds for the protest. You may submit this complete written statement by certified or registered mail, regular mail, fax, courier or personal delivery. Please include your fax number, if applicable, in your statement.
- d) Upon award of the agreement, Contractor must complete and submit to the Department the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department.
- e) Upon award of the agreement, Contractor must sign and submit to the Department, page one (1) of the Contractor Certification Clauses (CCC-103), which can be found at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

9) Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the "Letter of Intent" is posted.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the Department.

10) Standard Conditions of Service

- a) Contractor's services shall be available no later than *June 1, 2004* or another date set by the Department and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the Department, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by the second lowest proposer or by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.
- c) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>
- d) No oral understanding or agreement shall be binding on either party.

E) Preference Programs

The standard contract language for the preference programs can be found at the websites listed below:

- 1) Small Business Enterprise (SBE) - <http://www.pd.dgs.ca.gov/smbus/default.htm>
- 2) Target Area Contract Preference Act (TACPA) - <http://www.pd.dgs.ca.gov/edip/tacpa.htm>
- 3) Local Agency Military Base Recovery Area (LAMBRA) Act - <http://www.pd.dgs.ca.gov/edip/lambra.htm>
- 4) Enterprise Zone Act (EZA) - <http://www.pd.dgs.ca.gov/edip/eza.htm>
- 5) Disabled Veteran Business Enterprises (DVBE) - <http://www.pd.dgs.ca.gov/dvbe/default.htm>

F) Required Attachments

The required attachments are as follows:

- 1) Required Attachment Checklist
- 2) Proposal/Proposer Certification Sheet
- 3) Cost Proposal Worksheet
- 4) Proposer References
- 5) Disabled Veteran Business Enterprise (DVBE) Participation Forms
- 6) Payee Data Record (STD 204) (if currently not on file)
- 7) Contractor's Certification Clauses (CCC-103) (page 1)
- 8) Target Area Contract Preference Act (TACPA) (if applicable)
- 9) Enterprise Zone Act (EZA) (if applicable)
- 10) Local Agency Military Base Recovery Area (LAMBRA) Act (if applicable)

Required attachments 1 through 4 are provided as attachments to this RFP. Required attachments 5 through 10 can be downloaded as follows:

Attachment 5 - The standard contract language for the Disabled Veteran Enterprise Program (DVBE) and the DVBE Resource Packet can be found at <http://www.pd.dgs.ca.gov/dvbe/default.htm> . Std. 840 Disabled Veteran Business Enterprise Participation Summary can be found at <http://www.documents.dgs.ca.gov/pd/dvbe/std840.pdf> and Good Faith Effort Documentation – Exhibit A at <http://www.documents.dgs.ca.gov/pd/dvbe/goodfaith.pdf>

Attachment 6 - Payee Data Record (STD 204) (if currently not on file), <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

Attachment 7 - Contractor Certification Clauses (CCC) 103, the CCC can be found at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm> . Page one (1) must be signed and submitted prior to the award of the agreement but is not required if the proposer has submitted this form to the Department within the last three (3) years.

Attachment 8 - Target Area Contract Preference Act (TACPA), <http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>

Attachment 9 - Enterprise Zone Act (EZA), <http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf>

Attachment 10 - Local Agency Military Base Recovery Area (LAMBRA) Act, <http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf>

If you do not have Internet access, hard copies of the documents listed above can be provided by contacting:

Vicky Castle
Department of Conservation
Division of Recycling
Market Research Branch
(916) 323-5878

G) Model Contract

A model of the contract that will be awarded, if any, from this RFP is represented by Attachment 11 - Model Contract.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Proposal Worksheet
_____ Attachment 4	Proposer References
_____ Attachment 5	Disabled Veteran Business Enterprise (DVBE) Participation Forms Std. 840 Disabled Veteran Business Enterprise Participation Summary (1 page) Good Faith Effort Documentation – Exhibit A (3 pages)
_____ Attachment 6	Payee Data Record (STD 204) (if currently not on file)
_____ Attachment 7	Contractor Certification Clauses (CCC-103), the CCC can be found at http://www.ols.dgs.ca.gov/Standard+Language/default.htm Page one (1) must be signed and submitted prior to the award of the agreement but is not required if the proposer has submitted this form to the Department within the last three (3) years.
_____ Attachment 8	Target Area Contract Preference Act (TACPA) (If applicable)
_____ Attachment 9	Enterprise Zone Act (EZA) (If applicable)
_____ Attachment 10	Local Agency Military Base Recovery Area (LAMBRA) Act (If applicable)

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned, along with all the "required attachments", as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. _____ Our all-inclusive cost proposal is submitted in a sealed envelope.
- B. _____ All required attachments have been placed behind this certification sheet.
- C. _____ I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. _____ The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required Licenses/Certifications
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership or corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors being the incumbents of a particular office but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3
(May be used as a reference only)

COST PROPOSAL WORKSHEET

DIRECT LABOR	HOURS	RATE	TOTAL
Program Manager	_____ @	_____	_____
Staff Assistant	_____ @	_____	_____
Technician	_____ @	_____	_____
Clerical	_____ @	_____	_____
			\$ _____
SUBCONTRACTOR(S) COST ITEMIZED			\$ _____
DIRECT COSTS (EXCEPT LABOR)			
Travel Costs (Transportation, Car Rental, Air Fare, Per Diem etc.)			_____
Telephone			_____
Office Supplies (Itemized)			_____
Other Direct Costs (Itemized)			_____
Rental Equipment (e.g. Laptop Computers)			_____
			\$ _____
INDIRECT COSTS			
Fringe Benefits			_____
Overhead			_____
			\$ _____
TOTAL COSTS			\$ _____

ATTACHMENT 4

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

1. On a separate sheet of paper, briefly explain why you believe your firm is qualified to perform the work described in this RFP. Attach additional sheets if necessary.
2. List below at least two references of similar types of services performed within the last five years. If three references cannot be provided, please explain the reason on an attached sheet of paper.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number ()		
Dates of Service	E-Mail @		
Brief Description of Service Provided		Value or Cost of Service: \$	

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number ()		
Dates of Service	E-Mail @		
Brief Description of Service Provided		Value or Cost of Service: \$	

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number ()		
Dates of Service	E-Mail @		
Brief Description of Service Provided		Value or Cost of Service: \$	

ATTACHMENT 11 - Model Contract

The following pages represent a model of the contract that will be awarded, if any, from this RFP. Please review it carefully and present any questions in writing to the contact identified for this RFP. DO NOT RETURN THIS MODEL CONTRACT WITH THE PROPOSAL.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 09/01)

AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this through
Agreement is:

3. The maximum amount \$
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work XX pages

Exhibit B – Budget Detail and Payment Provisions XX pages

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

XX pages

Exhibit - D* Special Terms and Conditions

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

- 1) The contractor agrees to provide to the Department of Conservation, Division of Recycling (Division) a grant management system for the Recycling Market Development and Expansion Grant Program (Program). The project will include both development and ongoing operation of the system, with flexibility to allow Division staff to take over some or all operational functions in the future, if necessary.
- 2) The services shall be provided during May 1, 2004 through July 31, 2005, with the option to extend the contract for on-going operation of the grant management system for an additional 1 year.
- 3) The project representatives during the term of this agreement will be:

State Agency: Department of Conservation	Contractor:
Name: Vicky Castle, Market Expansion Section	Name:
Phone: (916) 323-5878	Phone:
Fax: (916) 445-0645	Fax:

Direct all inquiries to:

State Agency: Department of Conservation	Contractor:
Section/Unit: Market Research Branch	Section/Unit:
Attention: Vicky Castle	Attention:
Address: 801 K Street, MS 17-24	Address:
Phone: (916) 323-5878	Phone:
Fax: (916) 445-0645	Fax:

- 4) The detailed description of work to be performed and duties of all parties include:
 - a) The contractor shall develop a grant management system to allow cost-effective administration of the Program with minimal staff resources. The system will address all phases of grant management, including:
 - i) Outreach to identify and notify prospective grantees.
 - ii) Distributing grant solicitation and application procedures.
 - iii) Submission of proposals, including by electronic or other means to reduce expenditures of time, staff resources and paper.
 - iv) Pre-proposal conference and screening procedures, if deemed appropriate by the Division.
 - v) Coordination of grant proposal evaluation, scoring and ranking.
 - vi) Award notification and grant agreement processing.
 - vii) Project monitoring and reporting by grantees including report submission by electronic or other means to reduce expenditures of time, staff resources and paper.
 - viii) Fiscal accounting, including acceptance of invoices and calculation of funds available, according to appropriate State of California guidelines.
 - ix) Development of monitoring and reporting systems including:
 - (1) Division staff to Division management reporting.
 - (2) Individual project evaluation.

EXHIBIT A
(Standard Agreement)

- (3) Overall Program evaluation.
- (4) Compilation of historical records of prior grants, including summary Program reports and a searchable database of relevant criteria.
- b) The contractor shall clearly specify the respective tasks of Division staff and the contractor in day-to-day operation of the grant management system, keeping in mind the goal of minimal Division staff workload. Ideally, the contractor will perform routine operational tasks using the system, such as tracking proposals and reports, accepting grantee invoices and compiling summary reports of grantee activities. Tasks requiring recycling market development expertise will be reserved for Division staff. For example, Division staff will review and score grant proposals using the system and will approve payment, but will have less involvement in the invoice acceptance and payment tracking process. However, the system shall allow Division staff to take over any grant management function if future circumstances warrant.
- c) The contractor shall develop the grant management system to allow maximum flexibility for changing grant parameters and adapting to include other grant Programs, such as the Division's existing "Competitive Grant" program.
- d) The contractor shall ensure that any procedures or programs developed comply with standard State of California requirements for fiscal and record-keeping accountability and protection of proprietary information.
- e) The contractor shall provide sufficient training to allow Division staff to oversee the grant administration process with minimal effort, including the generation of appropriate reports and other documents. The training will include a detailed operations manual describing each function of the system.
- f) The contractor shall provide technical services during this contract, at no additional cost, to "troubleshoot" and correct any problems with the grant management system that may arise, including but not limited to, the inability of Division staff to generate reports or access records using the system.
- g) The contractor shall complete a draft Interim Report by September 30, 2004 for the Division Administration outlining the functions and cost-effectiveness of the grant management system, the role of the contractor's staff in ongoing operation of the system, and the role of Division staff in overseeing the system. The contractor shall be available to present the Interim Report to the Division Administration, if requested. After receiving comments from the Division, the Contractor shall submit the revised Interim Report by October 15, 2004.
- h) The contractor shall complete a draft Final Report by June 1, 2005 describing the overall success of the grant management system in fulfilling the objectives of this contract, including any problems encountered, future modifications that may be desirable or necessary, and an analysis of the roles of the contractor and Division staff in operating the system. The contractor shall be available to present the Final Report to the Division Administration, if requested. After receiving comments from the Division, the Contractor shall submit the revised Final Report by July 15, 2005.

EXHIBIT A
(Standard Agreement)

- 5) The contractor shall provide all personnel and staffing and all supervision of personnel for development of the grant management system.
- 6) The contractor shall submit monthly progress reports to the State representative describing work performed, work status, work progress difficulties encountered, remedial action, and future activities, for approval prior to payment of invoices. The contractor will invoice to the designated State address, in detail, all costs and charges with the Contract Number.
- 7) The contractor shall be responsible for coordinating and scheduling all travel for personnel.

[NOTE TO BIDDERS: The specific text of the approved workplan and project schedule will be incorporated into the final Contract as part of the Scope of Work, Exhibit A].

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Vicky Castle
Department of Conservation
Division of Recycling
Market Research Branch
801 K Street, MS 17-24
Sacramento, CA 95814

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no further liability accruing to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Travel

Reimbursement for travel will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

The contract will pay travel and lodging expenses according to State of California hotel and per diem rates as follows:

Statewide, except as noted, actual receipted lodging up to \$84 plus tax. When required to conduct State business and obtain lodging in the Counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging, to a maximum of \$110 plus tax. When required to conduct State business and obtain lodging in the counties of Alameda,

San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging, to a maximum of \$140 plus tax.

Meals and Incidentals (each 24 hr. period)

Breakfast:	\$6.00
Lunch:	\$10.00
Dinner	\$18.00
Incidentals	\$6.00

Automobile: 34 cents per mile for use of personal vehicle

Costs for car rental, airfare and other reasonable transportation will also be provided. The contractor and subcontractors, if any, will travel by the least costly class and take advantage of discounts whenever possible. If the contractor or subcontractors, if any, travel in other than the least costly class, full explanation must be submitted when invoicing for approval of payment.

5. **Other Expenses**

Reasonable office supplies and telephone charges that relate directly to this contract will also be covered. The contract will not pay for the purchase of equipment such as computers, software, calculators, telephones, etc., but these items may be rented with prior approval by the Department for the sole use of this contract.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions will be included in the agreement by referencing website:
<http://www.ols.dgs.ca.gov/Standard+Language/GTC201.htm>

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Order of Precedence

In the event of any inconsistency between the articles, attachments, specifications or provisions that constitute this contract, the following order of precedence shall apply:

- (a) Contract form (Standard Agreement) and any amendment thereto.
- (b) Scope of Work and Budget.
- (c) Special Terms and Conditions.
- (d) General terms and conditions, including the General Provisions.
- (e) All other attachments hereto, including any that are incorporated by reference.

2. Complete Integration

This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements or terms pertaining to the subject matter of the contract.

3. Definitions

Unless the context otherwise requires, the definitions below shall govern the construction of this Contract:

- (a) "Agreement" or "Contract" means this technical services contract.
- (b) "Contract Manager" means the representative of the Department of Conservation who is administering this Contract .
- (c) "Contractor" means the prime contractor designated in this contract. The Contractor shall manage the performance of any subcontractors.
- (d) "Department" means the State of California, Department of Conservation.
- (e) "Director" means the Director of the Department of Conservation.
- (f) "Division" means the Department of Conservation's Division of Recycling.
- (g) "Assistant Director" means the Department of Conservation's Assistant Director for Recycling, the head of the Division of Recycling.
- (h) "State" means the State of California, including but not limited to, the Department of Conservation and/or its designated officer.
- (i) "Scope of Work" or "Statement of Work" means the portion of this Contract identified as "Attachment A" and all documents incorporated therein by reference.

4. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director of the Department of Conservation within ten (10) days of discovery of the problem. Within ten (10) days after receiving the Notice of Dispute, the Director or Designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Director or Designee shall be final.

5. Amendment of This Contract

This Contract may be amended by the Parties. However, no amendment of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved as required by law.

6. **Confidentiality/Public Records**

Records and derivative products produced, collected, stored, processed or otherwise generated for the Department of Conservation pursuant to this Contract, may be subject to disclosure under the California Public Records Act, commencing with Government Code Section 6250. The Department of Conservation will carefully review any requests for public disclosure of such information in light of any known considerations and claims as to the confidential or proprietary nature of the information and legal requirements applicable thereto.

The Contractor shall ensure that it, and any subcontractors, employees and agents of the Contractor, exercise appropriate and adequate security precautions to protect the confidentiality of any and all proprietary, confidential or otherwise sensitive information that it may come into contact with in performing services pursuant to this Contract. All such information is the sole property of the Department of Conservation, and the Contractor shall not divulge it to any other person or entity.

7. **Subcontracts**

The Prime Contractor for the term of the contract shall manage the performance of and be responsible for all work performed by any subcontractor(s). The Contractor shall be entitled to make use of its own staff and such subcontractors as are mutually acceptable to the Contractor and the Department. All subcontractor(s) specifically identified in the Contractor's proposal are considered to be acceptable to the Department. Any change in subcontractor(s) must be approved in advance by the Department of Conservation.

Nothing in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

The Contractor, its subcontractors and their employees shall be responsible in the performance of the work under this Contract for exercising the degree of skill and care required by customarily accepted good professional practices and procedures.

The subcontractors shall be experts in their respective disciplines. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the Department.

In some cases, the Department of Conservation or the Contractor may determine that the level of expertise or the services required are beyond those provided by the Contractor or its previously designated subcontractors. The Department may specifically request the Contractor to identify a suitable subcontractor based upon requirements established by the Department.

The Contractor's responsibilities shall include, but not be limited to:

- a. Working directly with and reporting to the Contract Manager on Contract status, work assignments, and progress.
- b. Coordinating subcontractor accessibility to Department staff.
- c. Scheduling and assigning specific tasks.
- d. Ensuring deliverables are completed and submitted to the Contract Manager on or before established due dates.

8. **Ownership of Drawings, Plans, and Specifications**

The State shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, programs, models, arithmetic formulas, statistical methodologies, recommendations, data, and memoranda of every description or any part thereof, prepared under this Contract. The originals and all copies thereof, including source code associated with any special software or programming developed by the Contractor to perform required services pursuant to this Agreement, shall be delivered to the State upon request. The State shall have the full right to use said originals and all copies in any manner when and where it may determine without any claim on the part of the Contractor, its vendors, or subcontractors to additional compensation. All deliverables are the property of the State.

9. **Insurance**

a. The Contractor shall, at no additional cost to the State, obtain and keep in force for the term of this Agreement, and require its subcontractors to obtain and keep in force, the following insurance policies which cover any acts or omissions of the Contractor, or its employees engaged in the provision of services or performance of activities funded pursuant to and specified in this Contract:

- 1) Worker's Compensation Insurance in accordance with the statutory requirement of the State of California.
- 2) Comprehensive personal injury liability insurance, including coverage for owned, hired, and non-owned automobiles.
- 3) Comprehensive property damage liability insurance, including coverage for owned, hired, and non-owned automobiles.

b. The Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance in effect for the Contractor with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

The certificate of insurance shall provide:

- 1) That the insurer may not cancel the insured's coverage without 15 days written notice to the State.
- 2) That the State, its officers, agents, and employees are included as additional insured, but only insofar as operations under this Contract are concerned.

- 3) That the State shall not be responsible for any premiums on the policy. The Contractor agrees that the bodily injury liability insurance policy shall be in effect at all times during the term of this Contract. If this insurance coverage expires at any time during the term of this Contract, the Contractor agrees to provide, at least 15 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Contract, or for a period of not less than one year, whichever is longer. New certificates of insurance are subject to the approval of the State, and the Contractor agrees that no work or services will be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.

The Contractor shall name the Department as an additional insured party for all insurance required, or as the beneficiary of part or all of the insurance policy proceeds.

The Contractor shall submit to the Department, within 30 days of the Contract award, a certificate of insurance for each of the policies issued.

The Contractor shall provide the Department with advance notification of any insurance policy cancellation or substantial change of policy.

10. **Rights and Remedies In The Event of Contractor Default**

- a. In the event any services provided pursuant to this Contract should fail to conform to the requirements contained herein, the State may reject the same, and it shall become the duty of the Contractor to correct the performance of the services, without additional cost to the State.
- b. The State may, Termination for Default paragraph contained herein, terminate this Contract in the event of Contractor default. In the event of termination of the Contract for contractor breach or default, any loss or damage sustained by the State in securing the services or deliverables that the Contractor agreed to supply shall be borne and paid for by the Contractor.
- c. The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

11. **Discharge of Contractual Obligations**

The Contractor's obligations under this Contract shall be deemed discharged only upon completion of all terms of this Contract and the receipt and unqualified acceptance by the State of all deliverables due. If requested, the Contractor shall make an oral presentation to the Department of Conservation.

12. **Evaluation of Contractor**

Performance of the Contractor pursuant to this Agreement will be evaluated. The evaluation will be maintained in the Department's files related to this Agreement and if the evaluation is negative, a copy may be forwarded to the Department of General Services, Office of Legal Services.

13. **Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

14. **Consultant - Staff Expenses**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.